

**Docket No. 2022-57-T**

**Application All My Sons of Myrtle Beach, LLC  
for a Class E Certificate of Public Convenience and Necessity for the  
Operation of a Motor Vehicle Carrier**

**APPLICANT'S PROPOSED HEARING EXHIBITS**

**1 – Application (filed 02-02-22)**

**2 – Affidavit of Shipper Witness Deja M. Barnett (filed 04-12-22)**

**3 – Pre-Filed Testimony of Joseph M. Grzybowski (filed 04-14-22)**

**Exhibit A – Resume**

**Exhibit B – Motor Carrier Report for All My Sons Moving and  
Storage**

**4 – Revised Tariff (filed 05/03/22)**

**5 – Bill of Lading**

**6 – 14 Photos**

## **EXHIBIT #1**

STATE OF SOUTH CAROLINA

(Caption of Case)

Example: Application for a Class C Charter Certificate from  
John Doe dba Doe's Limo

Application for Class E Household Goods  
Certificate for All My Sons of Myrtle Beach, LLC

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

TRANSPORTATION COVER SHEET

DOCKET

NUMBER: \_\_\_\_ - \_\_\_\_ - T \_\_\_\_

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print)

Submitted by: Angelica Mijares

Telephone: 469-461-5000

Address: 2400 Old Mill Rd.

Fax: 888-486-5298

Carrollton, TX 75007

Other:

Email: compliance@allmysons.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

- |   |  |
|---|--|
| <input type="checkbox"/> Application – Class C Taxi   | <input type="checkbox"/> Request to Amend Scope of Authority           |
| <input type="checkbox"/> Application – Class C Charter  | <input type="checkbox"/> Request to Amend Tariff (rate increase, etc.) |
| <input type="checkbox"/> Application – Class C Charter Bus  | <input type="checkbox"/> Request to Amend Passenger Limit              |
| <input type="checkbox"/> Application – Class C Non-Emergency  | <input type="checkbox"/> Request                                       |
| <input checked="" type="checkbox"/> Application – Class E Household Goods   | <input type="checkbox"/> Exhibit                                       |
| <input type="checkbox"/> Application – Class E Hazardous Waste  | <input type="checkbox"/> Late-Filed Exhibit                            |
| <input type="checkbox"/> Application  | <input type="checkbox"/> Letter  |
| <input type="checkbox"/> Request for Extension to Comply with Order   | <input type="checkbox"/> Proposed Order                                |
| <input type="checkbox"/> Request for Order Granting Authority to Obtain Certificate of Public Convenience and Necessity to Be Rescinded | <input type="checkbox"/> Publisher's Affidavit                         |
| <input type="checkbox"/> Request for Cancellation of Certificate  | <input type="checkbox"/> Reservation Letter                            |
| <input type="checkbox"/> Request for Suspension   | <input type="checkbox"/> Response                                      |
| <input type="checkbox"/> Request for Reinstatement  | <input type="checkbox"/> Return to Petition                            |
| <input type="checkbox"/> Request for Name Change on Certificate   | <input type="checkbox"/> Other: _____                                  |

RECEIVED

JAN 28 2022

PSC SC  
MAIL / DMS

RECEIVED

FEB 01 2022

PSC SC  
MAIL / DMS

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

101 Executive Center Drive, Suite 100

Columbia, South Carolina 29210

Phone: (803) 896-5100

FAX: (803) 896-5199

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY FOR OPERATION OF  
MOTOR VEHICLE CARRIER

Select Class: (Check one)

Date: 1-19-2022

☒ E (HHG) - Household Goods

☐ E (HAZ) - Hazardous Material

**IMPORTANT!** If application is to amend scope of authority, a current annual report must be on file with the Commission before application will be accepted. If application is for a NEW CERTIFICATE, do not submit annual report.

Check one:

☒ New Application

☐ Amended Scope of Authority

Current Scope:

(list counties) \_\_\_\_\_

Amended Scope:

(list counties) \_\_\_\_\_

1.

All My Sons of Myrtle Beach, LLC

Name under which business is to be conducted (corporation, partnership, or sole proprietorship, with or without trade name.)

1361 Stockholder Ave., Myrtle Beach, SC 29577

Street Address of Applicant

2400 Old Mill Rd., Carrollton, TX 75007

Mailing Address of Applicant (if different from street address)

469-461-5000

Phone

888-486-5298

FAX

compliance@allmysons.com

Email Address

2. If the Applicant is an LLC or a corporation, a copy of the Certificate of Existence from the South Carolina Secretary of State and the Articles of Incorporation must be attached. (If incorporated outside of SC, attach South Carolina Secretary of State "Foreign Corporation" Certificate.)



3. Select Entity Type: (Check one)

- ☐ Individual Owner/Sole Proprietorship
- ☐ Partnership - List names and address of all person having an interest in the business.
- ☐ Corporation - List names and addresses of two principal officers.

N/A - Limited Liability Company

Chris Generale - President - 2400 Old Mill Rd., Carrollton, TX 75007

Nick Bouras - CFO - 2400 Old Mill Rd., Carrollton, TX 75007

4. Is applicant certified to provide **intrastate** transportation of household goods in another state: (Check one.)

- ☐ Yes ☒ No

*If yes, attach a letter from the regulatory agency in the state(s) stating applicant is in compliance with the rules and regulations of said state agency.*

5. Has applicant been convicted of operating with no intrastate household goods authority or failure to abide by the rules and regulations pertaining to the intrastate transportation of household goods in this state or any other state? (Check one.)

- ☐ Yes ☒ No

*If yes, list dates and nature of convictions below.*

6. Has applicant ever had a certificate authorizing the transportation of household goods revoked in this state or any other state? (Check one.)

- ☐ Yes ☒ No

*If yes, list dates and nature of revocations below.*

Applicant is financially able to furnish the services as specified in this application and submits the following statement of assets and liabilities.

### Financial Statement

Applicant's assets and liabilities are as follows:

<u>Assets:</u>		<u>Liabilities:</u>	
Value of Real Estate	0 *	Mortgage/Loan on Real Estate	0
Value of Motor Vehicles	0 *	Loans Owed on Motor Vehicles	0
Cash on Hand	0	Business/Other Loans Owed	0
Cash in Bank	100,000.00	Other Liabilities or Debts	0
Value of Other Assets and Equipment	25,000.00	<b>Total Liabilities</b>	0
<b>Total Assets</b>	<b>125,000.00</b>		

\* All Long Term Leases

### INSTRUCTIONS:

1. "Value of Real Estate" means the actual or estimated market value of any real property/buildings owned by the Company/Business Applying for a Certificate.
2. "Mortgage/Loan on Real Estate" means the outstanding balance on any Mortgage, Equity Line or other Loan secured by the Real Estate listed in Item 1.
3. "Value of Motor Vehicles" means the actual or fair estimated value of any moving vans, trucks or other vehicles owned by the Company/Business Applying for a Certificate.
4. "Loans Owed on Motor Vehicles" means the outstanding balance on any loans or liens on the vehicles listed in Item 3.
5. "Cash on Hand" is the total of actual cash held by the Company/Business applying for a Certificate on the day this form is filled out.
6. "Business/Other Loans Owed" means the outstanding balance on any small business loan or other unsecured loan made by a person, bank or business to the Business/Company applying for a Certificate.
7. "Cash in Bank" means the current balance in checking accounts, savings accounts or the like in the name of the Company/Business applying for a Certificate. Do not include retirement accounts or personal bank account balances.
8. "Value of Other Assets and Equipment" should include the actual or estimated value of items such as office equipment (computers/furnishings), moving equipment (hand trucks/blankets/strapping), and trailers.
9. "Other Liabilities or Debts" means specific amounts/balances which the Company/Business applying for a Certificate knows that it owes to other persons or companies; for example Franchise Fees. This does NOT include regular bills such as electricity bills, security system costs, insurance, salaries, etc.

## PROPOSED RATES AND CHARGES FOR SERVICE

Proposed Rates and Charges (List only maximum charges per mile or trip, and/or hourly rate):

Attaching tariff.

**COMMODITIES TO BE TRANSPORTED AND AREA(S) TO BE SERVED**

Commodities to be Transported: (Check one)

- ☒ Household Goods, as defined in R103-210(1)
- ☐ Hazardous Wastes, as defined in R103-210(2)

Requested Scope of Authority: Check all counties in which you are requesting permission to operate.

You will only be allowed to operate in those counties checked below. You may request "Statewide" authority if you intend to operate in all counties in South Carolina.

- |                                     |                                       |                                     |                                     |   |
|-------------------------------------|---------------------------------------|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> Abbeville  | <input type="checkbox"/> Cherokee     | <input type="checkbox"/> Florence   | <input type="checkbox"/> Lee        | <input type="checkbox"/> Saluda               |
| <input type="checkbox"/> Aiken      | <input type="checkbox"/> Chester      | <input type="checkbox"/> Georgetown | <input type="checkbox"/> Lexington  | <input type="checkbox"/> Spartanburg          |
| <input type="checkbox"/> Allendale  | <input type="checkbox"/> Chesterfield | <input type="checkbox"/> Greenville | <input type="checkbox"/> Marion     | <input type="checkbox"/> Sumter               |
| <input type="checkbox"/> Anderson   | <input type="checkbox"/> Clarendon    | <input type="checkbox"/> Greenwood  | <input type="checkbox"/> Marlboro   | <input type="checkbox"/> Union                |
| <input type="checkbox"/> Bamberg    | <input type="checkbox"/> Colleton     | <input type="checkbox"/> Hampton    | <input type="checkbox"/> McCormick  | <input type="checkbox"/> Williamsburg         |
| <input type="checkbox"/> Barnwell   | <input type="checkbox"/> Darlington   | <input type="checkbox"/> Horry      | <input type="checkbox"/> Newberry   | <input type="checkbox"/> York                 |
| <input type="checkbox"/> Beaufort   | <input type="checkbox"/> Dillon       | <input type="checkbox"/> Jasper     | <input type="checkbox"/> Oconee     |   |
| <input type="checkbox"/> Berkeley   | <input type="checkbox"/> Dorchester   | <input type="checkbox"/> Kershaw    | <input type="checkbox"/> Orangeburg | <input checked="" type="checkbox"/> Statewide |
| <input type="checkbox"/> Calhoun    | <input type="checkbox"/> Edgefield    | <input type="checkbox"/> Lancaster  | <input type="checkbox"/> Pickens    |   |
| <input type="checkbox"/> Charleston | <input type="checkbox"/> Fairfield    | <input type="checkbox"/> Laurens    | <input type="checkbox"/> Richland   |   |

ADGEHREIN|EORLPRONGHS|SN22-10021Feb7UAm 230149CAMD0868942020227-57-TPdmo6 of 01022

You are **not** required to own a vehicle to file an application. However, prior to the Commission hearing, you will be required to have obtained a vehicle.

[illegible]

ADGEPRNICARL PRODUHS S2022-10021 February 23 10:48 AM DOKKAP 2022-27-57-TP Page 6 of 7022

The insurance quote must be complete, listing current insurance premiums. At the discretion of the Commission, a copy of current insurance policies may be required. Do not provide a copy of insurance policies unless requested. You will not be required to purchase insurance until your application has been approved and an order has been issued by the PSC. **THIS IS ONLY A QUOTE.**

All My Sons of Myrtle Beach, LLC

1361 Stockholder Avenue, Seaboard Industrial Park, Myrtle Beach SC 29577

**Limits Quoted: (See Below)**

Limits	\$6,141.00
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Limits \$2,600.00

Arch Insurance Company

**Hanover Insurance Company**

Name of Insurance Company

Harborside 3, 210 Hudson St, Ste 300, Jersey City NJ 07311

440 Lincoln Street, Worcester MA 01653

Home Office Address of Company

\* Form E and Form H Certificates of Insurance are required to be filed with the Office of Regulatory Staff (ORS). The schedule of **minimum limits for Household Goods** carriers are listed below:

For loss of or damage to or aggregate of losses or damages of or to property occurring at any one time and place	\$ 5,000
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If you wish to apply as a self-insured for worker's compensation coverage in South Carolina you may do so with the South Carolina Worker's Compensation Commission (WCC) provided that you will be able to: 1) post a surety bond or letter-of-credit with the WCC for a minimum of \$500,000, 2) agree to pay a yearly self-insurance tax, and 3) agree to pay an annual assessment to the South Carolina Second Injury Fund. For more information, contact the WCC Self-Insurance Division at (803) 737-5712 or on the web at [www.wcc.state.sc.us/self-insurance](http://www.wcc.state.sc.us/self-insurance).

### Exhibit Fit, Willing, and Able (FWA)

All My Sons of Myrtle Beach, LLC

Name \_\_\_\_\_

1. Does Applicant have a Safety Rating from the U.S.D.O.T.?

☐ Yes                      ☐ No                      ☒ Pending      (Submit when received.)

If Yes, indicate rating below and provide copy.

☐ Satisfactory      ☐ Conditional      ☐ Unsatisfactory

2. Have any of Applicant's drivers or vehicles been placed "out of service" by Transport Police safety officers in the past twelve (12) months?

☐ Yes ☒ No

3. Are there currently any outstanding judgment(s) against the Applicant?

☐ Yes ☒ No

*If "Yes", list judgements here:*

\_\_\_\_\_

4. Is Applicant familiar with all statutes and regulations, including safety regulations and workers' compensation laws that govern for-hire motor carrier operations in South Carolina, and does Applicant agree to operate in compliance with these statutes and regulations?

☒ Yes ☐ No

5. Is Applicant aware of the Commission's insurance requirements and the insurance premium costs associated therewith? (The Insurance Quote on Page 6 must be completed, listing current insurance premiums.)

☒ Yes ☐ No

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA  
101 EXECUTIVE CENTER DRIVE, SUITE 100  
COLUMBIA, SOUTH CAROLINA 29210

Applicant is familiar with the provision of S.C. Code Ann. §58-23-10, et seq.(1976), and amendments thereto, and R.103-100 through R.103-241 of the Commission's Rules and Regulations for Motor Carriers (Volume 10, S.C. Code Ann. Regs., 1976), and R.38-400 through R.38-503 of the Department of Public Safety's Rules and Regulations for Motor Carriers (Volume 2, S.C. Code Ann., 1976) and amendments thereto, and hereby promises compliance therewith.

S.C. Code Ann. Section 58-3-250 states, in part, that every final order of the Commission must be served by electronic service, registered or certified mail, upon the parties to the proceeding or their attorneys.


Please check the applicable box:

- ☒ The Applicant AGREES to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System. The Applicant authorizes the Commission to serve its orders by using the e-mail address as it appears on page one of this Application. To sign up for eService notifications, please visit [www.psc.sc.gov](http://www.psc.sc.gov) to create a My DMS account.
- ☐ The Applicant DOES NOT AGREE to receive future Commission orders related to the Applicant's authority in South Carolina through the Commission's eService System.

The Applicant believes that there is a need for its company's services in the proposed service area.

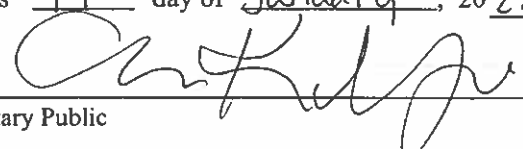
The Applicant understands that this completed Application serves as prefiled testimony for the Applicant for hearing purposes.

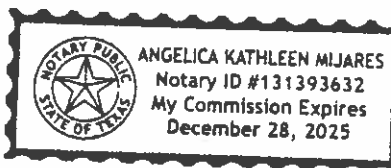
The Applicant for the Certificate of Public Convenience and Necessity as set forth in the foregoing, swear or affirm that all statements contained in the above application are true and correct.

  
Applicant's Signature

President  
Title of Applicant (e.g. President, Owner, etc.)

Texas  
STATE OF ~~SOUTH CAROLINA~~ )  
COUNTY OF Denton )

SWORN TO BEFORE ME  
This 19 day of January, 20 22  
  
Notary Public  
Commission Expires December 28, 2025



ACEE7E70N1E0RLP7R0DCHS52022-10021FebTuanY 2910P8CAND061081\$C202227-57-1P8Page21of01022

Detach, complete and remit AFTER your safety audit has been performed by State Transport Police.

All My Sons of Myrtle Beach LLC

Applicant's Name

Safety Certification

If your operations are subject to Safety Fitness Procedures of the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR Parts 100-199), even if you have not yet received a Safety Fitness Rating, you must certify as follows:

Applicant has access to and if familiar with all applicable U.S.D.O.T regulations relating to the safe operation of Commercial vehicles. In so certifying, applicant is verifying that, as a minimum, it:

- 1. Has in place a system and an individual responsible for ensuring overall compliance with the FMCSR and the HM regulations;
- 2. Can produce a copy of the FMCSR and the HM regulations;
- 3. Has in place a driver safety/orientation program;
- 4. Is familiar with the FMCSR governing driver qualifications and has in place a system for overseeing driver qualification requirements in accordance with 49 CFR Part 391.51C;
- 5. Has in place policies and procedures consistent with FMCSR governing driving and operational safety of commercial motor vehicles, including drivers' hours of service and vehicle inspection, repair, and maintenance (49 CFR Parts 392;395 and 396);
- 6. Are in compliance with the Controlled Substance and Alcohol Use and Testing as stated in FMCSR (49 CFR Part 40, 382, if applicable).

Any applicant who certifies they are in compliance with FMCSR and/or the HM regulations and upon completion of a compliance review audit, is found not to be in compliance, may have its certificate revoked.

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☒ Yes      ☐ Not Applicable

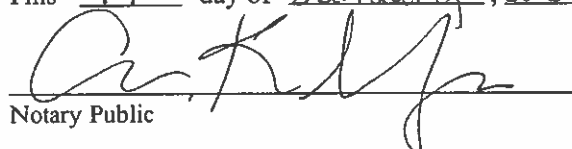
Exempt Applicants - If you will operate only small vehicles (GVWR of 26,001 pounds or less) and do not transport hazardous materials in a quantity to require placarding under the HM regulations and are thus exempt from the FMCSR and HM regulation, you must certify as follows:


Applicant is familiar with and will observe FMCSR general operational safety fitness guidelines.

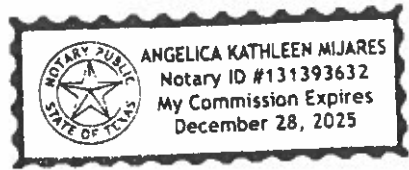
PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

☒ Yes      ☐ Not Applicable

I, Chris Generale, verify under penalty of perjury under the laws of the State of South Carolina, that all information supplied on this form or relating to this application is true and correct. Further, I certify that I am qualified and authorized to file this application. I know that willful misstatements or omissions of material fact constitute criminal violations punishable by imprisonment and fines as prescribed by law. (Note: This oath embraces all schedules and supplemental filings to this application).

SWORN TO BEFORE ME  
This 19 day of January, 2022  
  
Notary Public  
Commission Expires December 28, 2025

  
Applicant's Signature



Print Application



State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 02:59 PM 11/30/2021  
FILED 02:59 PM 11/30/2021  
SR 20213928750 - File Number 6434792

**CERTIFICATE OF FORMATION  
OF  
ALL MY SONS OF MYRTLE BEACH, LLC**

**THIS CERTIFICATE OF FORMATION** of All My Sons of Myrtle Beach, LLC (the "LLC"), dated November 30, 2021, is being duly executed and filed by Mary Elizabeth M. Browder, Esquire, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et seq.) (the "Act").

**FIRST** The name of the limited liability company formed hereby is All My Sons of Myrtle Beach, LLC.

**SECOND** The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive, County of New Castle, in the City of Wilmington, DE 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate of Formation as of the date first above written.

/s/ Mary Elizabeth M. Browder  
**Mary Elizabeth M. Browder, Esquire**  
Authorized Person

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY "ALL MY SONS OF MYRTLE BEACH, LLC" IS  
DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD  
STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS  
OFFICE SHOW, AS OF THE TENTH DAY OF DECEMBER, A.D. 2021.



6434792 8300

SR# 20214051118

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 204939434

Date: 12-10-21

RECEIVED EARL PRODUCTIONS INC. May 21 February 23 09:48 AM DOB: 2022-02-23-57-1P-Page 41 of 1022

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authority**

**I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:**

All My Sons of Myrtle Beach, LLC, a limited liability company duly organized under the laws of the State of Delaware, and issued a certificate of authority to transact business in South Carolina on December 10th, 2021, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. §33-44-1006, and that the company has not filed a certificate of cancellation as of the date hereof.

Given under my Hand and the Great Seal  
of the State of South Carolina this 27th day  
of January, 2022.

  
Mark Hammond, Secretary of State

**AMS TARIFF NO. 1**

**All My Sons of Myrtle Beach, LLC**

**JOINT AND LOCAL RATES  
APPLYING ON**

**HOUSEHOLD GOODS**

**TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE  
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA  
HOUSEHOLD GOODS TARIFF**

**EFFECTIVE DATE:**

**ISSUED BY:  
All My Sons of Myrtle Beach, LLC**

ABCEFHGNIERLPTQJHSJNZ- May 2 February 29049GAMDO8K8\$C02257-57-TPdgu67161022

**I. Packing/Moving/Labor Rates:**

**A. October 1 through March 15 (Off Peak)**

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$169.00
Van + 4 men	\$199.00

**2. Friday through Sunday**

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$209.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

**B. March 16 through September 30 (Peak)**

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$219.00

**2. Friday through Sunday**

Number of Movers + Van	Hourly Rate
Van + 2 men	\$149.00
Van + 3 men	\$199.00
Van + 4 men	\$239.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

**Notes:**

1. \$44 charge per additional man during Off-Peak season. \$50 charge per additional man during Peak season.
2. \$44 charge per additional man during Off-Peak season. \$50 charge per additional van during Peak season.
3. 2-hour labor minimum on all moves.
4. 3-hour labor minimum on off peak and peak weekends and holidays.
5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Myrtle Beach office / warehouse.
6. Round trip travel time will be charged for any move traveling more than 50 miles one way from the office in Myrtle Beach. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g., 150 miles traveled / 50 = 3 x \$129 (off peak weekday van + 2men) = round trip travel charge of \$387.00).
7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
8. A charge of \$75.00 will be applied for each additional stop other than the final destination.
9. For all active members of the Armed Forces, Veterans, and senior citizens (65 years and older), the carrier will provide a \$50 discount.
10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
  - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
  - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
  - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
  - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
11. Overnight truck storage fee is \$250, per truck, per day.

## II. Fuel Surcharge

**A fuel surcharge of 14% of the total charges (labor travel and materials) will be added to each bill.**

### III. Packing Containers (Material Prices)

<b>Carton 1.5</b>	<b>\$4.50</b>	<b>Mattress Bag (each)</b>	<b>\$12.00</b>
<b>Carton 3.0</b>	<b>\$5.50</b>	<b>TV Box</b>	<b>\$35.00</b>
<b>Carton 4.5</b>	<b>\$6.50</b>	<b>Newsprint (per bundle)</b>	<b>\$35.00</b>
<b>Dishpack</b>	<b>\$17.50</b>	<b>Shrink wrap (per roll)</b>	<b>\$25.00</b>
<b>Mirror Carton (4pcs)</b>	<b>\$17.50</b>	<b>Tape (per roll)</b>	<b>\$5.50</b>
<b>Wardrobe</b>	<b>\$17.50</b>	<b>Paper Pads</b>	<b>\$4.50</b>
<b>Carpet Shield (per roll)</b>	<b>\$100.00</b>		

### IV. Bulky Items

<b>Motorcycles</b>	<b>\$80.00</b>
<b>Piano / Pipe organ 400 pounds or more</b>	<b>\$75.00</b>
<b>Grand Piano</b>	<b>\$75.00</b>
<b>Safe</b>	<b>\$75.00</b>
<b>Hot Tub</b>	<b>\$150.00</b>
<b>Riding Mower</b>	<b>\$75.00</b>
<b>Canoe / Small Boat</b>	<b>\$75.00</b>

### V. Billing / Other

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

### VI. Rules and Regulations

#### A. Claims

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
3. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article.





3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below, and its terms are incorporated by reference as if they were repeated verbatim here.



**NOTICE**  
**LIMITATION OF LIABILITY ON**  
**PRESSBOARD, PARTICLE BOARD AND/OR**  
**ENGINEERED WOOD FURNITURE**

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to go into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

**SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.**

Shipper, owner, or consignee: \_\_\_\_\_ Date: \_\_\_\_\_



## Customer Checklist

1. **Items Left:** *All My Sons Moving & Storage cannot be held responsible for items left at residence after loading.* It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:** \_\_\_\_\_
2. **Packed By Owner or "PBO":** *Damages incurred to "PBO" items can not be compensated in the event of a claim* as we did not pack these items & are unaware of their existing condition. **Initial:** \_\_\_\_\_
3. **Valuables:** *Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck.* Please carry these items with you to protect their value. **Initial:** \_\_\_\_\_
4. **Appliances:** *All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing, or electrical items.* Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and Procedures. **Initial:** \_\_\_\_\_
5. **Electronics:** All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes or crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide this for you at an additional charge as set forth above in Section III plus the appropriate hourly rate. **Initial:** \_\_\_\_\_
6. **Firearms/Chemicals:** *We are PROHIBITED BY LAW from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind.* All these items the customer is responsible for moving. **Initial:** \_\_\_\_\_
7. **Walls, Banisters, floors, ceiling, etc:** *While attempting to move any furniture or other items into or out of any area of the home or property, where there is potential insufficient space to do so, the customer hereby accepts all responsibility for any piece, and any damage which may occur.* **Initial:** \_\_\_\_\_
8. **Payment:** *All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing.* We accept Cash and Major Credit and Debit Cards: **Initial:** \_\_\_\_\_
9. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article.** **Initial:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_





## **EXHIBIT #2**

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**  
**DOCKET NO.: 2022-57-T**

IN RE:

Application of All My Sons of Myrtle Beach, LLC  
for Class E (Household Goods) Certificate of Public  
Convenience and Necessity for the Operation of a  
Motor Vehicle Carrier


**AFFIDAVIT OF  
DEJA M. BARNETT  
IN SUPPORT OF  
APPLICANT**

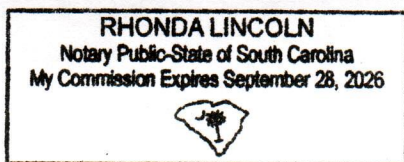
Being duly deposed and sworn, Affiant states:

1. My name is Deja M. Barnett, and my business address is 3294 Ashley Phosphate Road, Suite 1-E, North Charleston, SC 29418. I am a Sales Representative with Exit Realty Lowcountry Group, LLC. Our webpage is: <https://exitrealty.com>. Exit Realty is a franchise and has an office as well at 550 Forestbrook Road, Suite 300, Myrtle Beach, SC 29579.
2. I am providing this Affidavit in support of the application of All My Sons of Myrtle Beach, LLC for a Class E Certificate of Public Convenience and Necessity with statewide authority to move household goods to points and places throughout the State of South Carolina.
3. I graduated from Summerville High School and attended Trident Technical College in North Charleston, SC, where I studied accounting. I am 33 years of age and have been a residential realtor for three years with Exit Realty.
4. As an established realtor, I am current on the population and economic trends taking place across South Carolina. They have shown very steady growth over the last three years. My business was good in 2020, 2021, and thus far in 2022.

5. In the course of my work, I recommend household goods movers to sellers and buyers, especially near the end of each month when many closings take place. I have found that there is clearly a need for additional movers in South Carolina.
6. Based on my knowledge of the need for household goods movers in South Carolina, I believe the public interest would be served by granting a Certificate of Public Convenience and Necessity to the Applicant.

  
Deja M. Barnett

Sworn to and subscribed to me   
This 8th day of April, 2022  
Notary Public of South Carolina  
My Commission Expires: 09/28/2026



**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**  
**DOCKET NO.: 2022-57-T**

IN RE:

Application of All My Sons of Myrtle Beach, LLC  
for Class E (Household Goods) Certificate of Public  
Convenience and Necessity for the Operation of a  
Motor Vehicle Carrier

**CERTIFICATE  
OF  
SERVICE**

This is to certify that I, David Popowski, have caused to be electronically served this day a copy of the Affidavit of Deja M. Barnett in support of the Application of My Sons of Myrtle Beach, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity for the Operation of a Motor Vehicle Carrier as follows:

**Christopher M. Huber, Esq.**  
Office of Regulatory Staff  
Email: [chuber@ors.sc.gov](mailto:chuber@ors.sc.gov)

April 12, 2022  
Charleston, South Carolina

s/David Popowski  
David Popowski  
Popowski Law Firm, LLC  
171 Church Street, Suite 110  
P.O. Box 1064  
Charleston, SC 29402  
Phone: (843) 722-8301  
Facsimile: (843) 722-8309  
[david@popowskilaw.com](mailto:david@popowskilaw.com)  
Attorney for the Applicant



## **EXHIBIT #3**

Docket No. 2022-57-T, Application of All My Sons of Myrtle Beach, LLC for a Class E Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier

**Testimony of Joseph M. Grzybowski, Operations Manager of Applicant**

**1. Please state your full name and business address for the record:**

**Answer:**

Joseph M. Grzybowski  
Operations Manager  
All My Sons of Myrtle Beach, LLC  
1361 Stockholder Avenue  
Myrtle Beach, SC 29577

**2. Can you tell me your age and background?**

**Answer:** I am 36 years of age and attached as Exhibit A is my Biographical Information.

**3. Can you provide the corporate structure of the Applicant.**

**Answer:** Applicant is owned by AMS Group Holdco, LLC (“AMS Group”), a Delaware limited liability company that owns and operates approximately 69 separate All My Sons entities in 28 states<sup>1</sup> through its subsidiary All My Sons Business Development, LLC located at 2400 Old Mill Road, Carrollton, TX 75007.

**4. Do you have any sister companies that currently operate in South Carolina and hold Certificates from the Commission.**

**Answer:** Yes, as follows:

A. PSC Docket No.: 2004-245-T  
PSC Order No.: 2017-572  
PSC/ORS Certificate No.: 9750-A

Moving With Moxie, LLC, dba All My Sons Moving & Storage of Hilton Head, 102 Bluffton Road, Bluffton, SC 29910  
(Mailing Address: 2400 Old Mill Road, Carrollton, TX 75007)

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<sup>1</sup> GA, TX, LA, AL, FL, ID, CO, SC, NC, IL, OH, CT, NE, TN, OK, KY, IN, MO, NV, AR, MD, PA, VA, MA, AZ, OR, RI, and UT.

- B. PSC Docket No.: 2006-241-T  
PSC Order No.: 2017-571  
PSC/ORS Certificate No.: 9715-G

All My Sons Moving & Storage of Greenville, LLC, 1102 Old Stage Road, Simpsonville, SC 29681  
(Mailing Address: 2400 Old Mill Road, Carrollton, TX 75007)

- C. PSC Docket No.: 2012-105-T  
PSC Order No.: 2017-573  
PSC/ORS Certificate No.: 9792-B

All My Sons Moving & Storage of Charleston, LLC, 3749 Ashley Phosphate Blvd., North Charleston, SC 29418  
(Mailing Address: 2400 Old Mill Road, Carrollton, TX 75007)

- D. PSC Docket No. 2018-40-T  
PSC Order No. 2018-317  
PSC/ORS Certificate No. 9847

All My Sons of Charlotte South, LLC  
629 Stallings Road  
Matthews, NC 28104  
(Mailing Address: 2400 Old Mill Road, Carrollton, TX 75007)

- E. SC Docket No. 2020-37-T  
PSC Order No. 2020-328  
PSC/ORS Certificate No. 9873

All My Sons of Columbia, LLC  
1424 Bluff Road  
Columbia, SC 29201  
(Mailing Address: 2400 Old Mill Road, Carrollton, TX 75007)

- F. SC Docket No. 202-264-T  
PSC Order No. 2021-730  
PSC/ORS Certificate No. 9891

Bournias, LL DBA All My Sons Moving & Storage  
6901-B Northpark Boulevard  
Charlotte, N.C. 28216  
(Mailing Address: 2400 Old Mill Road, Carrollton, TX 75007)

5. **Have any formal complaints been filed, fines levied, or actions taken for any type of non-compliance against Applicant by any State or Federal regulatory agencies in the areas of transportation or regulated moving services?**

**Answer:** No.

6. **Why is Applicant seeking this authority?**

**Answer:** Applicant is based in Myrtle Beach, South Carolina. We receive inquiries for our services primarily by telephone and our website - <https://www.allmysons.com/>. Our advertising is entirely web-based. We constantly turn down customer requests for services between points in South Carolina.

7. **Does Applicant hold interstate authority to transport household goods between points in the United States?**

**Answer:** Yes, we are assigned USDOT No. 3782266 by the United States Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), and we hold a license or authority designated as MC (Motor Carrier) No. 01354412 from the FMCSA to transport household goods between points in the United States. Attached as Exhibit B is the Motor Carrier Details for us from the FMCSA online Licensing and Insurance section.

8. **That is all the questions that I have for you. Do you have anything else you would like to add for the record or does this conclude your testimony?**

**Answer:** No, this concludes my testimony.

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA**  
**DOCKET NO.: 2022-57-T**

IN RE:

Application of All My Sons of Myrtle Beach, LLC  
for Class E (Household Goods) Certificate of Public  
Convenience and Necessity for Operation of Motor  
Vehicle Carrier

**CERTIFICATE  
OF  
SERVICE**

This is to certify that I, David Popowski, have caused to be electronically served this day a copy of the Pre-filed Testimony of Joseph M. Grzybowski in support of the Application of All My Sons of Myrtle Beach, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity for the Operation of a Motor Vehicle Carrier as follows:

**Christopher M. Huber, Esq.**  
Office of Regulatory Staff  
Email: [chuber@ors.sc.gov](mailto:chuber@ors.sc.gov)

April 14, 2022  
Charleston, South Carolina

\_\_\_\_\_  
s/David Popowski  
David Popowski  
Popowski Law Firm, LLC  
171 Church Street, Suite 110  
P.O. Box 1064  
Charleston, SC 29402  
Phone: (843) 722-8301  
Facsimile: (843) 722-8309  
[david@popowskilaw.com](mailto:david@popowskilaw.com)  
Attorney for the Applicant

## EXHIBIT A

# Joseph Grzybowski

## Operations Manager

Myrtle Beach, SC 29577

[joegrzybowski91@gmail.com](mailto:joegrzybowski91@gmail.com)

3024653628

Authorized to work in the US for any employer

## Work Experience

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### Operations Manager

All My Sons Business Development

December 2021 to Present

Opening new location. Overseeing construction, designing, hiring/training , and every other aspect of new site launch.

### General Manager

All My Sons Moving & Storage - Charleston, SC

March 2018 to Present

Direct and manage inside and outside sales, distribution and Operations in Charleston area. Manage P & L , advertising and marketing, recruitment and development.

### General Manager

Lomax Carpet & Tile Mart - Montgomeryville, PA

July 2012 to May 2018

Direct and supervise employees in sales, warehouse , administrative, and installation departments.

Provide world class customer service and handle client inquiries and complaints.

Estimate consumer demand and determine the types and amounts of goods to be ordered / sold.

Formulate pricing policies for merchandise, according to profitability requirements.

Hire, train, and evaluate personnel, promoting or holding accountable workers when appropriate.

Confer with company executives to develop methods and procedures to increase customer satisfaction, sales and promote business.

Hold weekly sales meetings with staff to go over new products and sales goals.

## Education

---

### Some college

## Skills

---

- Sales and marketing (8 years)
- Customer Relationship Management (10+ years)
- Judgement and decision making (10+ years)

- Problem Resolution (10+ years)
- P&L
- Business Development
- Sales Management
- Management
- Warehouse Supervisor Experience

## Certifications and Licenses

---

### **Retail Sales Academy**

July 2017 to Present

Retail sales training seminars with testing online

### **Armstrong Elite Retail Certification**

October 2017 to Present

Retail training program made available by manufacturer to learn of all their products in order to better serve the customer.

## Additional Information

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Goal oriented manager dedicated to high levels of customer satisfaction and meeting aggressive business goals. Determined and dedicated with 8 years experience in sales/management. I would very much like the opportunity to discuss the possibility of joining your team.



## EXHIBIT B



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
Licensing and Insurance Public

Menu Choose Menu Option ▼



### Motor Carrier Details

<b>US DOT:</b>	3782266	<b>Docket Number:</b>	MC01354412	
<b>Legal Name:</b>	ALL MY SONS OF MYRTLE BEACH LLC			
<b>Doing-Business-As Name:</b>				
<b>Business Address</b>	<b>Business Telephone and Fax</b>	<b>Mail Address</b>	<b>Mail Telephone and Fax</b>	<b>Undeliverable Mail</b>
1361 STOCKHOLDER AVE MYRTLE BEACH SC 29577	4694615000	2400 OLD MILL RD CARROLLTON TX 75007-5900		NO
<b>Authority Type</b>	<b>Authority Status</b>	<b>Application Pending</b>		
Common	ACTIVE	NO		
Contract	NONE	NO		
Broker	NONE	NO		
<b>Property</b>	<b>Passenger</b>	<b>Household Goods</b>	<b>Private</b>	<b>Enterprise</b>
NO	NO	YES	NO	NO
<b>Insurance Type</b>	<b>Insurance Required</b>	<b>Insurance on File</b>		
BIPD	\$750,000	\$2,000,000		
Cargo	YES	YES		
Bond	NO	NO		

BOC-3: YES

Blanket Company: [#1 A+ AGENTS OF PROCESS INC.](#)

[Web Site Content and BOC-3 Information Clarification](#)

[Active/Pending Insurance](#)
[Rejected Insurance](#)
[Insurance History](#)
[Authority History](#)
[Pending Application](#)
[Revocation](#)

April 13, 2022



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Federal Motor Carrier Safety Administration  
 1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5660 • TTY: 1-800-877-8339 • Field Office Contacts



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
Licensing and Insurance Public

Menu Choose Menu Option ▼



### Authority History

US DOT:	3782266	Docket Number:	MC01354412			
Legal Name:	ALL MY SONS OF MYRTLE BEACH LLC					
Sub	Auth Type		Original Action		Disposition	
	HOUSEHOLD GOODS COMMON CARRIER		GRANTED	01/28/2022		

[Carrier Details](#)[Active/Pending Insurance](#)[Rejected Insurance](#)[Insurance History](#)[Pending Application](#)[Revocation](#)

April 13, 2022



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Federal Motor Carrier Safety Administration  
1200 New Jersey Avenue SE, Washington, DC 20590 - 1-800-832-5660 - TTY: 1-800-877-8339 - Field Office Contacts

## **EXHIBIT #4**

**AMS TARIFF NO. 1**

All My Sons of Myrtle Beach, LLC

JOINT AND LOCAL RATES  
APPLYING ON

HOUSEHOLD GOODS

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE  
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA  
HOUSEHOLD GOODS TARIFF

EFFECTIVE DATE:

ISSUED BY:  
All My Sons of Myrtle Beach, LLC

# All My Sons of Myrtle Beach, LLC

## AMS TARIFF NO. 1

### Table of Contents

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<b>V.</b>	<b>Billing/Other .....</b>	<b>3</b>
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<b>A.</b>	<b>Claims.....</b>	<b>3</b>
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## All My Sons of Myrtle Beach, LLC

### I. Packing/Moving/Labor Rates:

#### A. October 1 through March 15 (Off Peak)

##### 1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$169.00
Van + 4 men	\$199.00

##### 2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$209.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

#### B. March 16 through September 30 (Peak)

##### 1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$219.00

##### 2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$149.00
Van + 3 men	\$199.00
Van + 4 men	\$239.00

**Note:** First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

**Notes:**

1. \$44 charge per additional man during Off-Peak season. \$50 charge per additional man during Peak season.
2. \$44 charge per additional man during Off-Peak season. \$50 charge per additional van during Peak season.
3. 2-hour labor minimum on all moves.
4. 3-hour labor minimum on off peak and peak weekends and holidays.
5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves originating within 0-50 miles from the Myrtle Beach office / warehouse.
6. Round trip travel time will be charged for any move traveling more than 50 miles one way from the office in Myrtle Beach. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g., 150 miles traveled / 50 = 3 x \$129 (off peak weekday van + 2men) = round trip travel charge of \$387.00).
7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
8. A charge of \$75.00 will be applied for each additional stop other than the final destination.
9. For all active members of the Armed Forces, Veterans, and senior citizens (65 years and older), the carrier will provide a \$50 discount.
10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
  - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
  - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
  - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
  - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
11. Overnight truck storage fee is \$250, per truck, per day.

**II. Fuel Surcharge**

A fuel surcharge of 14% of the total charges (labor travel and materials) will be added to each bill.



**III. Packing Containers (Material Prices)**

<b>Carton 1.5</b>	<b>\$4.50</b>	<b>Mattress Bag (each)</b>	<b>\$12.00</b>
<b>Carton 3.0</b>	<b>\$5.50</b>	<b>TV Box</b>	<b>\$35.00</b>
<b>Carton 4.5</b>	<b>\$6.50</b>	<b>Newsprint (per bundle)</b>	<b>\$35.00</b>
<b>Dishpack</b>	<b>\$17.50</b>	<b>Shrink wrap (per roll)</b>	<b>\$25.00</b>
<b>Mirror Carton (4pcs)</b>	<b>\$17.50</b>	<b>Tape (per roll)</b>	<b>\$5.50</b>
<b>Wardrobe</b>	<b>\$17.50</b>	<b>Paper Pads</b>	<b>\$4.50</b>
<b>Carpet Shield (per roll)</b>	<b>\$100.00</b>		

**IV. Bulky Items**

<b>Motorcycles</b>	<b>\$80.00</b>
<b>Piano / Pipe organ 400 pounds or more</b>	<b>\$75.00</b>
<b>Grand Piano</b>	<b>\$75.00</b>
<b>Safe</b>	<b>\$75.00</b>
<b>Hot Tub</b>	<b>\$150.00</b>
<b>Riding Mower</b>	<b>\$75.00</b>
<b>Canoe / Small Boat</b>	<b>\$75.00</b>

**V. Billing / Other**

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

**VI. Rules and Regulations****A. Claims**

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons Moving & Storage must be given a reasonable opportunity to inspect the damaged items.
3. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article.

**B. Computing Charges**

1. All My Sons Moving & Storage rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section plus additional charges for packing containers, storage, fuel, and bulky items as providing in Sections II, III, IV and V.
2. All My Sons Moving & Storage reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the Bill of Lading.

**C. Governing Authorities**

1. All My Sons Moving & Storage rates and charges are governed by the terms and conditions of tis tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

**D. Items of Particular Value**

1. All My Sons Moving & Storage does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons Moving & Storage will not accept responsibility for safe delivery of such articles if they come into All My Sons Moving & Storage's possession.

**E. Bill of Lading, Contract Terms and Conditions**

1. Each customer will be provided with an electronic copy of All My Sons Moving & Storage's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
2. Each customer will be provided with a copy of All My Sons Moving & Storage's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is set forth below and its terms are incorporated by reference as if they were repeated verbatim here.

3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below, and its terms are incorporated by reference as if they were repeated verbatim here.



**NOTICE**  
**LIMITATION OF LIABILITY ON**  
**PRESSBOARD, PARTICLE BOARD AND/OR**  
**ENGINEERED WOOD FURNITURE**

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to go into a box from the manufacturer to the retailer and then to the end user unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as outlined above.

**SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.**

Shipper, owner, or consignee: \_\_\_\_\_

Date: \_\_\_\_\_



## Customer Checklist

**\*\*\* Customer Please Read Carefully, This for your Protection!\*\*\***

1. **Items Left:** All My Sons Moving & Storage cannot be held responsible for items left at residence after loading. It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:** \_\_\_\_\_
2. **Packed By Owner or "PBO":** Damages incurred to "PBO" items can not be compensated in the event of a claim as we did not pack theses items & are unaware of their existing condition. **Initial:** \_\_\_\_\_
3. **Valuables:** Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck. Please carry these items with you to protect their value.  
**Initial:** \_\_\_\_\_
4. **Appliances:** All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing, or electrical items. Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and Procedures. **Initial:** \_\_\_\_\_
5. **Electronics:** All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes or crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide this for you at an additional charge as set forth above in Section III plus the appropriate hourly rate. **Initial:** \_\_\_\_\_
6. **Firearms/Chemicals:** We are **PROHIBITED BY LAW** from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind. All these items the customer is responsible for moving.  
**Initial:** \_\_\_\_\_
7. **Walls, Banisters, floors, ceiling, etc:** While attempting to move any furniture or other items into or out of any area of the home or property, where there is potential insufficient space to do so, the customer hereby accepts all responsibility for any piece, and any damage which may occur. **Initial:** \_\_\_\_\_
8. **Payment:** All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing. We accept Cash and Major Credit and Debit Cards: **Initial:** \_\_\_\_\_
9. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article.** **Initial:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**THIS AGREEMENT IS SUBJECT TO SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.**

## UNIFORM HOUSEHOLD GOODS BILL OF LADING

All My Sons of Myrtle Beach, LLC

Carrier Ref./BOL No.

PSC/ORS No.

1361 Stockholder Ave., Myrtle Beach, SC 29577  
(843) 580-5020

SHIPPER \_\_\_\_\_  
COMPANY \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY & STATE \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

CONSIGNEE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY & STATE \_\_\_\_\_  
**NOTIFY IN CASE OF DELAY** CHARGES \_\_\_\_\_  
 NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 TELEPHONE \_\_\_\_\_

**AGREED LOAD DATES:** \_\_\_\_\_

**AGREED UNLOAD DATES:** \_\_\_\_\_

**BILL TO** \_\_\_\_\_  
CITY & STATE \_\_\_\_\_  
ATTN \_\_\_\_\_ NO. \_\_\_\_\_

H O U R L Y	Time Move Started				
	Time Move Finished				
	Travel Charge				
		Men	Hours	Rates	Charges
	Regular Hours				
	Overtime Hours				
Total Hourly Charges					

[illegible]

**NOTE: SHIPPER MUST INDICATE CHOICE MADE ON VALUATION  
BY INITIALING THE APPROPRIATE LINE.**

**VALUATION:**

**Basic Value Protection.** I release this shipment to a value of 60 cents per pound per article. This lower level of protection is provided at no additional cost beyond the base rate. However, it provides only minimal protection that is considerably less than the average value of household goods.

	ORIGINAL	REWEIGH	TOTAL PACKING CHARGES
LBS. GROSS	_____	_____	
LBS. TARE	_____	_____	
LBS. NET	_____	_____	

**EXTRAORDINARY VALUE ARTICLE DECLARATION**

I acknowledge that I have prepared and retained a copy of "Inventory of Items Valued in Excess of \$2,000 or \$100 Per Pound Per Article" and that I have given a copy of this inventory to the carrier's representative. I also acknowledge that the carrier's liability for loss of or damage to any article valued in excess of \$2,000 or \$100 per pound per article will be limited to \$100 per pound for each pound of the damaged article (based on actual article weight).

SIGNED \_\_\_\_\_

**DELIVERY RECEIPT:** To be signed at time of delivery

All property was received in good condition, except as noted on the inventory form.

Shipper signature \_\_\_\_\_

Driver signature

Tariff	Sec	Miles	Weight	Rate	Line Haul Charges
AMS Tariff	No. 1				
Description			Rate	Charges	
<b>Bulky Items:</b>					
Motorcycle					
Piano/Pipe organ (400+ lbs.)					
Grand Piano					
Safe					
Hot Tub					
Riding Mower					
Canoe/Small Boat					
Additional Labor					
Fuel Surcharge					
Discount Received					
Discount Toward Claims Received					
Full Value Protection					
Overnight Truck Storage					
<b>Payment Acknowledgement</b>				<b>Total Charges</b>	
Prepayment Received By _____			Total		
			Prepayment		
Payment Received at Destination By _____					
			Balance Due		

QUESTIONS ABOUT THIS FORM OR YOUR MOVE?

Call the Consumer Services Division of the South Carolina Office of Regulatory Staff (ORS) @ 1-800-922-1531 or 803-737-5230

## CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the South Carolina Public Service Commission (PSC) including, but not limited to, the following terms and conditions:

**SECTION 1:** The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

**SUBJECT**, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or
- (2) Depreciated Replacement value of the lost or damaged item beyond repair provided that the shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

**SECTION 2.** The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

**SECTION 3.** Shipper's or consignor's and/or consignee's liability shall include the following:

- (a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) Shipper and/or consignor acknowledge that no explosives and or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein.

**SECTION 4.** If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

**SECTION 5.** If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

**SECTION 6.** As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within thirty (30) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. **SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND ALL MY SONS OF MYRTLE BEACH, LLC ("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN SOUTH CAROLINA INTRASTATE COMMERCE WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN HORRY COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.**

## NOTICE

### LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. ***When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.***

☐ **Option 1** I/we choose to disassemble and reassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.

☐ **Option 2** I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).

☐ **Option 3** I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.

**SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.**

\_\_\_\_\_  
NAME OF SHIPPER, OWNER OR CONSIGNEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE

## **EXHIBIT #5**



**THIS AGREEMENT IS SUBJECT TO SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.**

## UNIFORM HOUSEHOLD GOODS BILL OF LADING

All My Sons of Myrtle Beach, LLC

**Carrier Ref./BOL No.**

PSC/ORS No.

1361 Stockholder Ave., Myrtle Beach, SC 29577  
(843) 580-5020

SHIPPER \_\_\_\_\_  
COMPANY \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY & STATE \_\_\_\_\_  
TELEPHONE \_\_\_\_\_

CONSIGNEE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY & STATE \_\_\_\_\_  
**NOTIFY IN CASE OF DELAY** \_\_\_\_\_ **CHARGES** \_\_\_\_\_  
 NAME \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 TELEPHONE \_\_\_\_\_

**AGREED LOAD DATES:**

**AGREED UNLOAD DATES:**

**BILL TO** \_\_\_\_\_  
**CITY & STATE** \_\_\_\_\_  
**ATTN** \_\_\_\_\_ **NO.** \_\_\_\_\_

H O U R L Y	Time Move Started				
	Time Move Finished				
	Travel Charge				
		Men	Hours	Rates	Charges
	Regular Hours				
	Overtime Hours				
			Total Hourly Charges		

[illegible]

**NOTE: SHIPPER MUST INDICATE CHOICE MADE ON VALUATION  
BY INITIALING THE APPROPRIATE LINE.**

**VALUATION:**

**Basic Value Protection.** I release this shipment to a value of 60 cents per pound per article. This lower level of protection is provided at no additional cost beyond the base rate. However, it provides only minimal protection that is considerably less than the average value of household goods.

	ORIGINAL	REWEIGH	TOTAL PACKING CHARGES
LBS. GROSS	_____	_____	
LBS. TARE	_____	_____	
LBS. NET	_____	_____	

## EXTRAORDINARY VALUE ARTICLE DECLARATION

I acknowledge that I have prepared and retained a copy of "Inventory of Items Valued in Excess of \$2,000 or \$100 Per Pound Per Article" and that I have given a copy of this inventory to the carrier's representative. I also acknowledge that the carrier's liability for loss of or damage to any article valued in excess of \$2,000 or \$100 per pound per article will be limited to \$100 per pound for each pound of the damaged article (based on actual article weight).

SIGNED \_\_\_\_\_

**DELIVERY RECEIPT:** To be signed at time of delivery

All property was received in good condition, except as noted on the inventory form.

Shipper signature \_\_\_\_\_

Driver signature

Tariff	Sec	Miles	Weight	Rate	Line Haul Charges
AMS Tariff	No. 1				

Description		Rate	Charges
-------------	--	------	---------

Bulky Items:		
Motorcycle		
Piano/Pipe organ (400+ lbs.)		
Grand Piano		
Safe		
Hot Tub		
Riding Mower		
Canoe/Small Boat		

Additional Labor		
Fuel Surcharge		
Discount Received		
Discount Toward Claims Received		
Full Value Protection		
Overnight Truck Storage		

Payment Acknowledgement		Total Charges
-------------------------	--	---------------

Prepayment Received By _____	Total	
	Prepayment	

Payment Received at Destination		
By	Balance Due	

QUESTIONS ABOUT THIS FORM OR YOUR MOVE?

Call the Consumer Services Division of the South Carolina Office of Regulatory Staff (ORS) @ 1-800-922-1531 or 803-737-5230

## CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all rules, regulations, rates, and charges in its Tariff on file with the South Carolina Public Service Commission (PSC) including, but not limited to, the following terms and conditions:

**SECTION 1:** The carrier shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

- (a) From an act, omission, or order of shipper;
- (b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;
- (c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; (4) seizure or destruction wider quarantine or customs regulations; (5) confiscation by order of any government or public authority; or (6) risks of contraband or illegal transportation or trade;
- (d) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder; and
- (e) From Acts of God.

**SUBJECT**, in addition to the foregoing, the following limitations apply on the carrier's liability:

The carrier's maximum liability shall be one of the following:

- (1) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the shipper has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article; or
- (2) Depreciated Replacement value of the lost or damaged item beyond repair provided that the shipper elects such valuation coverage and agrees to pay applicable rates or the option of satisfactory repairs.

FURTHER, a shipper's failure to notify the carrier in writing that an article having a value that exceeds \$2,000 or \$100 per pound will be included in the shipment will restrict the carrier's maximum liability to \$100 per pound for each pound of any lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment.

**SECTION 2.** The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle, or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

**SECTION 3.** Shipper's or consignor's and/or consignee's liability shall include the following:

- (a) The shipper (individual or commercial) and consignor upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either shipper or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.
- (b) Shipper and/or consignor acknowledge that no explosives and or dangerous articles or goods shall be contained in shipment. However, shipper and/or consignee shall indemnify carrier against any loss or damage caused by the negligent or intentional inclusion of explosives or dangerous goods therein.

**SECTION 4.** If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, and were held without liability on the part of the carrier, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

**SECTION 5.** If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days' notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing caring for and maintaining property prior to sale, and the balance, if any, shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

**SECTION 6.** As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within thirty (30) days after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within thirty (30) days after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid. **SUBJECT TO APPLICABLE LAW, ANY CLAIM OR DISPUTE BETWEEN YOU AND ALL MY SONS OF MYRTLE BEACH, LLC ("CARRIER") ARISING FROM OR IN CONNECTION WITH THE TRANSPORTATION OF YOUR GOODS (A "DISPUTE") IN SOUTH CAROLINA INTRASTATE COMMERCE WHETHER UNDER STATE, OR LOCAL LAW, INCLUDING ANY VIOLATION OF ANY APPLICABLE LAW OR REGULATION, SHALL BE RESOLVED BY MANDATORY ARBITRATION IN HORRY COUNTY, SOUTH CAROLINA IN ACCORDANCE WITH SOUTH CAROLINA CODE SECTION 15-48-10 ET SEQ., UNIFORM ARBITRATION ACT.**

## NOTICE

### LIMITATION OF LIABILITY ON READY TO ASSEMBLE FURNITURE MADE FROM PRESS BOARD, PARTICLE BOARD, AND ENGINEERED WOOD

Furniture manufactured from pressboard, particleboard, and/or engineered wood is designed to go into a box from the manufacturer, to the retailer, and then to the customer unassembled. It is not constructed to withstand the normal stress of a move as an assembled unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, and may not withstand the normal truck vibration, even in air-ride trailers. Usually chips or dents are not repairable. Surface impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces and makes disassembly impossible without creating substantial, irreparable damage. ***When a shipper elects to ship an article as defined herein, and notwithstanding the language contained in this Notice, in no case shall the liability of the carrier exceed \$.60 per pound per article or \$50.00 per article, whichever is greater.***

☐ **Option 1** I/we choose to disassemble and reassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage to the pressboard, particleboard, and/or engineered wood furniture, which may occur during the disassembly of the furniture.

☐ **Option 2** I/we have engaged the services of another individual or company to disassemble all pressboard, particleboard, and /or engineered wood furniture prior to move. I/we assume all responsibility for damage, which may occur to the pressboard, particleboard, and/or engineered wood during the disassembly of the unit(s).

☐ **Option 3** I/we am/are tendering furniture constructed of pressboard, particleboard, and/or engineered wood fully assembled as part of our move. I/we understand that any claim for damage to the pressboard, particleboard, and /or engineered wood furniture may be denied due to the inherent vice, based on the fact that fully assembled all pressboard, particleboard, and /or engineered wood furniture is inherently susceptible to damage as outlined above.

**SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, or 3.**

\_\_\_\_\_  
NAME OF SHIPPER, OWNER OR CONSIGNEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF SHIPPER, OWNER, OR CONSIGNEE

## **EXHIBIT #6**































